

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

IN RE:	)	
MICHAEL S. KEARNEY	)	CHAPTER 13
STACEY L. KEARNEY	)	
<b><u>Debtor(s)</u></b>	)	CASE NO. 23-12685 (AMC)
	)	
AMERICAN HONDA FINANCE	)	
CORPORATION d/b/a HONDA FINANCIAL	)	HEARING DATE: <b><u>12-12-23 at 11:00 AM</u></b>
SERVICES, ADMINISTRATOR FOR	)	
HONDA LEASE TRUST	)	
<b><u>Moving Party</u></b>	)	11 U.S.C. 362
	)	
v.	)	
	)	
MICHAEL S. KEARNEY	)	
STACEY L. KEARNEY	)	
<b><u>Respondent(s)</u></b>	)	
	)	
KENNETH E. WEST	)	
<b><u>Trustee</u></b>	)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now American Honda Finance Corporation d/b/a Honda Financial Services, as Administrator For Honda Lease Trust (“Honda”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On September 8, 2023, Michael and Stacey Kearney filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On March 29, 2021, the Debtor(s) executed a Closed End Vehicle Lease Agreement for the lease of a 2021 Honda Pilot bearing vehicle identification number 5FNYP6H29MB028705. The Lease was assigned to Honda Lease Trust and the Debtors became indebted to Honda in accordance with the terms of same. Honda Lease Trust is the owner of the vehicle. American Honda Finance Corporation, doing business as Honda Financial Services, is

the administrator of the lease. True copies of the Lease Agreement and Title to the vehicle are annexed hereto as exhibits A and B.

4. The Debtors' account is past due from September 29, 2023 through October 29, 2023, with arrears in the amount of \$991.18.

5. The vehicle has a current retail value of 34,250.00 per the NADA Official Used Car Guide, November 2023 edition.

6. American Honda Finance Corporation, d/b/a Honda Financial Services, Administrator For Honda Lease Trust alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtors are failing to make payments directly to Honda in accordance with the Lease Agreement and are failing to provide Honda with adequate protection.

(b) The Debtors fail to assume the Lease in their Chapter 13 Plan.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to American Honda to permit American Honda to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) American Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for American Honda Finance Corporation

d/b/a Honda Financial Services, Administrator for Honda Lease Trust